

# **EXHIBIT “3”**

## AGREEMENT ADDENDUM

Bank of America



Supplier Name: IP Solutions, Inc.

Agreement Number: 25048-001-001

Supplier Address: 160 Bovet Road, Suite 400,  
San Mateo, CA 94402

Statement of Work #: 3

Supplier Telephone: 650-578-6300

Effective Date: 3-8-2005

This Addendum to the subject Agreement is by and between Supplier and Bank of America, N.A. ("BANA"). Each capitalized term used but not defined herein shall have the meaning assigned in the Agreement. The rights of BANA set forth in this Addendum shall inure to BANA's and its Affiliates.

BANA and Supplier agree as follows:

1. Add Statement of Work #3 attached hereto.

The terms and conditions of the Agreement, except as duly modified by this and previous Addendums, if any, remain in full force and effect.

IP Solutions, Inc.  
("Supplier")

By: William Malek  
Name: William Malek  
Title: CEO C60  
Date: 3-26-05

Bank of America, N.A.  
("BANA")

By: John L. L. L.  
Name: Anh Hoang  
Title: AVP-Sourcing Lead  
Date: 3-26-05

**SCHEDULE A-1: STATEMENT OF WORK #3**

Outlined below is Statement of Work #3 (SOW #3) which is attached to and incorporated by reference into Agreement # 25048-001-001.

1. **Deliverables:** see #3 below
2. **Breakdown of Total Costs (excluding Travel & Expenses):** see # below
3. **Project Schedule/Deliverable Schedule/Milestone Payments:**

Milestone Dates	Deliverables	Fees-to be invoices upon acceptance of deliverable
(3/21 – 4/1)	Development and Customization of : <ul style="list-style-type: none"> <li>- Participant Guide</li> <li>- Instructor Guide</li> <li>- Quick Reference Card</li> <li>- Wall Charts</li> <li>- Gantt Chart</li> </ul>	*See Effort
(4/4 – 4/5)	Pilot <ul style="list-style-type: none"> <li>- Two day Delivery</li> </ul>	\$16,000
(4/6 – 4/8)	Train-The-Trainer <ul style="list-style-type: none"> <li>- Two and Half day Delivery (2 IPS Instructors due to condensed timeframe)</li> </ul>	\$25,000 per 4 Instructors
(4/11 – 15)	Further Customization of materials based on Pilot and Train-The-Trainer	*See Effort
<b>Effort</b>	Estimated 15 days @ \$2,500 per day	*\$37,500
<b>Estimated Total for Deliverables</b>	Assuming 4 Instructors for TTT. Price will increase by \$25,000 per additional 4 Instructors.	\$78,500
<b>Rights to PMM Intellectual Property</b>	All materials will be produced and shipped by IPS	\$450 per participant

	D2: Practical Application	Cost
Deliverables (3/21 - 4/1) (4/11 - 4/29)*  (5/2 - 5/13TBA)	<b>Development and Customization of :</b> - Participant Guide - Instructor Guide - Other deliverables to be determined  <b>Pilot</b> - Three day Delivery	*See Effort  \$18,000
5/2 - 5/13TBA)	<b>Train-The-Trainer</b> - Two and Half day Delivery (2 IPS Instructors due to condensed timeframe)	\$25,000 per 4 Instructors
(5/16 - 5/20TBA)	<b>Further Customization of materials based on Pilot and Train-The-Trainer</b>	*See Effort
Effort	Estimated 40 days @ \$2,500 per day *Two IPS resources 4/11 - 4/29	**\$100,000
Estimated Total for Deliverables	Assuming 4 Instructors for TTT. Price will increase by \$25,000 per additional 4 Instructors.	\$143,000
Rights to Intellectual Property	Not Applicable. IP owned by Bank of America.	

Prices do not include travel and expenses associated with IPS Consultant

6. **Acceptance of Deliverables:** Payment for all deliverables and milestones set forth above shall be subject to acceptance by BANA. Acceptance by BANA must be in writing to be effective (email may constitute an adequate writing).

7. **Project Contacts:**

Jennifer Hamood  
Bank of America  
Jennifer.Hamood@bankofamerica.com  
704-388-9048

8. **BANA Invoice Address:** same as above

9. **Performance Measurements:** n/a

10. **Tools Required for Project:**

Consultant will use the following licensed software, patents, and trade secrets that BANA will not provide: n/a

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**Travel & Expenses:**

Any travel and living expense expressly requested by BANA of Consultant must be pre-approved by BANA prior to Consultant incurring said expenses and shall be itemized on the monthly invoices submitted to BANA. Furthermore, Consultant shall book all airline travel through BANA Travel Department.